AGENDA

Metro Transportation Engineering
& Construction Cooperative (MTECC)
Thursday, October 13, 2022, 1:00 p.m.
100 West Cypress Creek Road,
6th Floor, Suite 650
Fort Lauderdale, FL 33309-2181

REGULAR ITEMS

1. Call to Order

2. Introduction of Members and Guests

3. Approval of Agenda

ACTION ITEMS

1. **MOTION TO APPROVE:** Designations of MTECC Board Officers
   A. Chair
   B. Vice Chair

2. **MOTION TO ADOPT:** Basic Board Meeting Rules Utlizing Robert's Rules of Order

REGULAR ITEMS (continued)

4. Public Comment

ACTION ITEMS (continued)

3. **MOTION TO APPROVE:** Interim Legal Counsel Appointment

4. **MOTION TO APPROVE:** Interim Executive Director Appointment

5. **MOTION TO APPROVE:** The municipalities of Deerfield Beach, Hallandale Beach and Pembroke Pines as party to the ILA for the creation of MTECC and as established Non-Founding Members of MTECC.
   A. Deerfield Beach
   B. Hallandale Beach
   C. Pembroke Pines

6. **MOTION TO APPROVE:** Interlocal Agreement (ILA) between Broward MPO and MTECC for Administrative Support Services

7. **MOTION TO APPROVE:** Designation of Payment Signatories for MTECC Banking Services

8. **MOTION TO APPROVE:** The ratification of the MTECC Designation on the IRS Federal Employment Identification Number (FEIN) Application

DISCUSSION ITEMS

1. Discussion of Initial Draft Budget

2. Discussion and Scheduling of Upcoming MTECC Board Meetings

NEXT MEETING: NOVEMBER 10, 2022

***MOTION TO ADJOURN**

_____

* Motion Requested

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or persons who require translation services (free of charge) should contact Carl Ema, Title VI Coordinator at (954) 876-0033/0052 or emac@browardmpo.org (or via Florida Relay at 711) at least seven days prior to the meeting.

For complaints, questions or concerns about civil rights or non-discrimination please contact: Carl Ema, Title VI Coordinator at the numbers or e-mail above.

Broward MPO
Metropolitan Planning Organization

Action Items 1.

Metro Trans Engineering and Construction Cooperative (MTECC)
Meeting Date: 10/13/2022

REQUESTED ACTION:

MOTION TO APPROVE: Designations of MTECC Board Officers

A. Chair
B. Vice Chair

WHAT THIS ACTION ACCOMPLISHES:

Approval of this item will designate the initial Chair and Vice Chair positions of the newly created Metro Transportation Engineering and Construction Cooperative (MTECC).

SUMMARY EXPLANATION/BACKGROUND:

MTECC was created pursuant to Chapter 163.01 Fla. Stat. by Interlocal Agreement on May 31, 2022, as recorded with the Clerk of the Court for Broward County, Florida. A key element of MTECC is that it is a self-governing Board, self-funded by its members. At the October 13, 2022 initial meeting of the MTECC Board, the members are requested to designate the initial Chair and Vice Chair of MTECC.

ADDITIONAL INFORMATION/PREPARER:

If you have any questions about this item, please contact Christopher C. Bross at (954) 876-0064 or **brossc@browardmpo.org**.

Broward MPO
Metropolitan Planning Organization

Action Items 2.

Metro Trans Engineering and Construction Cooperative (MTECC)
Meeting Date: 10/13/2022

REQUESTED ACTION:

MOTION TO ADOPT: Basic Board Meeting Rules Utlizing Robert's Rules of Order

WHAT THIS ACTION ACCOMPLISHES:

Approval of this item will establish certain rules of basic structure and manner of operation of the MTECC Board.

SUMMARY EXPLANATION/BACKGROUND:

MTECC was created pursuant to Chapter 163.01 Fla. Stat. by Interlocal Agreement on May 31, 2022, as recorded with the Clerk of the Court for Broward County, Florida. A key element of MTECC is that it is a self-governing Board, self-funded by its members. At the October 13, 2022 initial meeting of the MTECC Board, the members are requested to adopt Robert's Rules of Order as its basic Board Meeting rules.

MPO staff recommends MTECC Board approval of adopting Robert's Rules of Order.

ADDITIONAL INFORMATION/PREPARER:

If you have any questions about this item, please contact Christopher C. Bross at (954) 876-0064 or **brossc@browardmpo.org**.

Broward MPO
Metropolitan Planning Organization

Action Items 3.

Metro Trans Engineering and Construction Cooperative (MTECC)
Meeting Date: 10/13/2022

REQUESTED ACTION:

MOTION TO APPROVE: Interim Legal Counsel Appointment

WHAT THIS ACTION ACCOMPLISHES:

Approval of this item will secure the services of an interim general counsel that will support and report to the MTECC Board for all Board matters.

SUMMARY EXPLANATION/BACKGROUND:

MTECC was created pursuant to Chapter 163.01 Fla. Stat. by Interlocal Agreement on May 31, 2022, as recorded with the Clerk of the Court for Broward County, Florida. A key element of MTECC is that it is a self-governing Board, self-funded by its members. At the October 13, 2022 initial meeting of the MTECC Board, the members are requested to appoint an Interim Legal Counsel.

MPO staff recommends approval of the item for the selection of the MTECC Interim Legal Board Counsel.

ADDITIONAL INFORMATION/PREPARER:

If you have any questions about this item, please contact Christopher C. Bross at (954) 876-0064 or **brossc@browardmpo.org**.

Attachments

MTECC Interim Legal Counsel

RESOLUTION NO. 2022-

A RESOLUTION OF THE BOARD OF THE METRO TRANSPORTATION ENGINEERING AND CONSTRUCTION COOPERATIVE (MTECC) APPOINTING MATTHEW PEARL AS GENERAL COUNSEL; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

WHEREAS, the Board desires to retain Matthew Pearl of Weiss Serota Helfman Cole and Bierman, PL as general counsel.

NOW THEREFORE, BE IT RESOLVED BY THE METRO TRANSPORTATION ENGINEERING AND CONSTRUCTION COOPERATIVE, AS FOLLOWS:

Section 1. **Recitals Adopted.** That each of the above stated recitals is hereby adopted and confirmed.

Section 2. **General Counsel Designated.** That the Board hereby appoints Matthew Pearl as MTECC General Counsel.

Section 3. **Implementation.** That the Chair of the MTECC Board is hereby authorized to take any and all actions necessary to retain Matthew Pearl as General Counsel including the execution of any necessary documents.

Section 4. **Effective Date.** This Resolution shall become effective upon adoption.

ADOPTED this_day of _____, 2022.

METRO TRANSPORTATION ENGINEERING AND CONSTRUCTION COOPERATIVE

By _____
Chair

Attest:

By _____
Lowell Clary, Executive Director

Broward MPO
Metropolitan Planning Organization

Action Items 4.

Metro Trans Engineering and Construction Cooperative (MTECC)
Meeting Date: 10/13/2022

REQUESTED ACTION:

MOTION TO APPROVE: Interim Executive Director Appointment

WHAT THIS ACTION ACCOMPLISHES:

Approval of this item will allow for the selection of Lowell Clary, President of Clary Consulting Co., to serve as the initial Executive Director for MTECC on an interim basis. Mr. Clary's responsibilities would include the oversight of the operations and administration of MTECC.

SUMMARY EXPLANATION/BACKGROUND:

MTECC was created pursuant to Chapter 163.01 Fla. Stat. by Interlocal Agreement on May 31, 2022, as recorded with the Clerk of the Court for Broward County, Florida. A key element of MTECC is that it is a self-governing Board, self-funded by its members. At the October 13, 2022 initial meeting of the MTECC Board, the members are requested to appoint Mr. Lowell Clary, President of Clary Consulting Inc., to serve as MTECC's Executive Director on an interim basis.

MPO staff recommends approval of appointing Mr. Lowell Clary, President of Clary Consulting, Inc., as interim Executive Director of MTECC.

ADDITIONAL INFORMATION/PREPARER:

If you have any questions about this item, please contact Christopher C. Bross at (954) 876-0064 or **brossc@browardmpo.org**.

Attachments

MTECC Interim Exec Director

RESOLUTION NO. 2022-

A RESOLUTION OF THE BOARD OF THE METRO TRANSPORTATION ENGINEERING AND CONSTRUCTION COOPERATIVE (MTECC) APPOINTING LOWELL CLARY THROUGH CLARY CONSULTING COMPANY AS INTERIM EXECUTIVE DIRECTOR; AND PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

WHEREAS, the Interlocal Agreement For The Metro Transportation Engineering and Construction Cooperative, as amended and restated by the Founding Members, establishes the position of an Executive Director to serve as the principle administrative officer of MTECC; and

WHEREAS, Lowell Clary has diligently worked to create the operational policies and procedures of MTECC; and

WHEREAS, the Board desires to appoint Lowell Clary as MTECC Interim Executive Director.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF THE METRO TRANSPORTATION ENGINEERING AND CONSTRUCTION COOPERATIVE, AS FOLLOWS:

Section 1. **Recitals Adopted.** That each of the above stated recitals is hereby adopted and confirmed.

Section 2. **Executive Director Appointed.** That the Board hereby appoints Lowell Clary through Clary Consulting Company as the Interim Executive Director.

Section 3. **Implementation.** That the Chair of the MTECC Board is hereby authorized to take any and all actions necessary to retain Lowell Clary through Clary Consulting Company as Executive Director, including the execution of any necessary agreements.

Section 4. **Effective Date.** This Resolution shall become effective upon adoption.

ADOPTED this_day of _____, 2022.

METRO TRANSPORTATION ENGINEERING AND CONSTRUCTION COOPERATIVE

By _____
Chair

Attest:

By _____
Executive Director

Broward MPO
Metropolitan Planning Organization

Action Items 5.

Metro Trans Engineering and Construction Cooperative (MTECC)
Meeting Date: 10/13/2022

REQUESTED ACTION:

MOTION TO APPROVE: The municipalities of Deerfield Beach, Hallandale Beach and Pembroke Pines as party to the ILA for the creation of MTECC and as established Non-Founding Members of MTECC.

A. Deerfield Beach
B. Hallandale Beach
C. Pembroke Pines

WHAT THIS ACTION ACCOMPLISHES:

Approval of this item will establish the cities of Deerfield Beach, Hallandale Beach and Pembroke Pines as non-founding members of MTECC.

SUMMARY EXPLANATION/BACKGROUND:

Pursuant to the Interlocal Agreement (ILA) for the creation of MTECC, local governmental entities within Broward County may enter into and become a party to the ILA following approval of the MTECC Board, execution of the ILA, payment of the initial contribution as a non-founding member and approval of the governing body of the joining governmental entity. The municipalities of Deerfield Beach, Hallandale Beach and Pembroke Pines have received approval and support from their governing bodies to execute the ILA and become a member of MTECC.

Upon the approval of the MTECC Board, a letter will be prepared and submitted to the three municipalities, invoicing each for the initial non-founding membership fee in the amount of Fifty Thousand Dollars ($50,000).

Staff recommends approval of this item, to establish the municipalities of Deerfield Beach, Hallandale Beach and Pembroke Pines as Non-Founding Members of MTECC.

ADDITIONAL INFORMATION/PREPARER:

If you have any questions about this item, please contact Christopher C. Bross at (954) 876-0064 or **brossc@browardmpo.org**.

Attachments

Reso Approving Non Founding Members

RESOLUTION NO. 2022-

A RESOLUTION OF THE BOARD OF THE METRO TRANSPORTATION ENGINEERING AND CONSTRUCTION COOPERATIVE ("MTECC") APPROVING THE MEMBERSHIP OF THE CITY OF DEERFIELD BEACH, CITY OF PEMBROKE PINES AND CITY OF HALLANDALE BEACH IN MTECC; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

WHEREAS, Pursuant to the Interlocal Agreement for the Creation of the MTECC, as amended and restated by the Founding Members (the "Agreement"), the joining of additional municipal members requires approval of the Board; and

WHEREAS, the cities of Deerfield Beach, Pembroke Pines and Hallandale Beach, desire to join MTECC; and

WHEREAS, the Board deems it appropriate and in the best interest of the public health, safety and welfare to approve the membership of the cities of Deerfield Beach, Pembroke Pines and Hallandale Beach in MTECC.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF THE METRO TRANSPORTATION ENGINEERING AND CONSTRUCTION COOPERATIVE, AS FOLLOWS:

Section 1. **Recitals Adopted.** That each of the above stated recitals is hereby adopted and confirmed.

Section 2. **Approval of MTECC Membership.** That the Board hereby approves the membership of the cities of Deerfield Beach, Pembroke Pines and Hallandale Beach in MTECC.

Section 3. **Implementation.** That the Executive Director is hereby authorized to take any and all actions necessary to implement the purposes of this Resolution.

Section 4. **Effective Date.** This Resolution shall become effective upon adoption.

ADOPTED this_day of _____, 2022.

METRO TRANSPORTATION ENGINEERING AND CONSTRUCTION COOPERATIVE

By _____
Chair

Attest:

By _____
Executive Director

Broward MPO
Metropolitan Planning Organization

Action Items 6.

Metro Trans Engineering and Construction Cooperative (MTECC)
Meeting Date: 10/13/2022

REQUESTED ACTION:

MOTION TO APPROVE: Interlocal Agreement (ILA) between Broward MPO and MTECC for Administrative Support Services

WHAT THIS ACTION ACCOMPLISHES:

Approval of this item will allow MTECC the assignment of certain defined administrative and transportation development responsibilities to the BMPO, which will provide MTECC with industry leading professional services and the most efficient means to deliver these services.

SUMMARY EXPLANATION/BACKGROUND:

At its May Board Meeting, The Broward MPO Board approved an Interlocal Agreement for Services, for the Broward MPO to provide to MTECC certain defined administrative and transportation development responsibilities. These services are to be performed by BMPO staff and BMPO consultants, having unique experience in the administration and use of federal and state transportation funding options for the development of transportation related projects. Both core and optional services that could be provided are listed as Exhibit "A" and Exhibit "B" to the agreement.

Staff recommends approval of the ILA for Administrative Support Services.

ADDITIONAL INFORMATION/PREPARER:

If you have any questions about this item, please contact Christopher C. Bross at (954) 876-0064 or **brossc@browardmpo.org**.

Attachments

BMPO-MTECC ILA

AGREEMENT FOR SERVICES

This Interlocal Agreement for Services (the "Agreement") is entered into on this ___ day of _____, 2022 (the "Effective Date") by and between the **BROWARD METROPOLITAN PLANNING ORGANIZATION,** duly organized and existing under Section 339.175, Florida Statutes, (the "BMPO"), and the **METRO TRANSPORTATION ENGINEERING & CONSTRUCTION COOPERATIVE**, duly organized and existing under Section 163.1, Florida Statutes, ("MTECC") (collectively referred to as the "Parties").

Recitals

A. The MTECC Board recognizes the importance of leveraging the expertise and capabilities of the BMPO to ensure the mobility and economic development needs of its members and their respective residents, businesses, and tourists are met through efficient and effective investment in transportation infrastructure.

B. MTECC has determined that the assignment of certain defined administrative and transportation development responsibilities to the BMPO will provide MTECC with industry leading professional services and is the most efficient means to deliver these services.

C. The Parties desire to enter into an agreement containing mutually satisfactory terms regarding the BMPO's performance of the above-referenced activity.

D. The Parties enter into this Agreement on behalf of their respective entities after having made the following findings:

1. The employees of the BMPO ("BMPO Staff") and private contractors retained by the BMPO ("BMPO Consultants") have unique experience in the administration and use of federal and state transportation funding options for the development of transportation related projects.

2. The BMPO Staff and BMPO Consultants have unique administrative experience hosting public organizations consistent with federal and state requirements for public meetings, procurement, information technology, accounting, finance, and public meeting space.

3. The BMPO is a signatory to the Metro Transportation Engineering &

Construction Cooperative Interlocal Agreement among the BMPO and certain participating municipalities.

4. The BMPO's provision of transportation development and administrative services on behalf of MTECC will be outside the BMPO's federally funded responsibilities, and the BMPO should be compensated for such services by the MTECC.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. **Scope of Services.** The BMPO shall provide services related to the development and delivery of transportation projects to MTECC (the "Services"). The Services shall include:

A. Core Services. The BMPO shall provide certain defined administrative services necessary for the ongoing operation of MTECC in relation to the furtherance of MTECC's development of transportation projects (collectively, the "Core Services") a complete list of which is attached hereto as Exhibit "A". The Core Services shall be provided for the Term of the Agreement. If this Agreement is renewed at the conclusion of the Term, the Core Services shall be deemed to be Optional Services (defined below) during a Renewal Term(s).

B. Optional Services – The BMPO shall make available to MTECC certain services which MTECC may utilize on an as needed basis (the "Optional Services") a list of which are attached hereto as Exhibit "B". The BMPO shall provide the Optional Services to MTECC upon request and MTECC's issuance of a written task authorization with an adequate start-up period determined by BMPO. All task authorizations for Optional Services shall be subject to the terms of this Agreement. The BMPO shall retain the right to amend the scope of Optional Services at its sole discretion based on the availability of BMPO resources.

C. Authorization of Services Section –MTECC shall request Optional Services in a written task authorization that provides, at a minimum, the scope of work to be provided by the BMPO, the time frame, estimate of cost, and source of funding. MTECC and BMPO shall work cooperatively to negotiate a written Optional Services task authorization acceptable to both Parties. The BMPO shall not provide Optional Services without a written task authorization.

D. Provision of Services. Nothing in this Agreement establishes the means and methods that the BMPO will utilize to deliver the Services. The BMPO may, in its sole and absolute discretion, utilize BMPO Consultants to perform all or a portion of the Services of this Agreement.

II. **Service Fees; Payment.** Payment for Services. MTECC shall pay for the cost of the Services rendered by BMPO Staff, and/or BMPO Consultants (the "Service Fee"). The Service Fee for BMPO Staff time shall be determined from uniquely recorded hours of MTECC effort on official timesheets times the combined then current actual hourly salary rate and employment benefits and administrative overhead as allocated in accordance with the OMB Circular A-133 as amended. The Service Fee for Services performed by BMPO Consultants shall be equal to the then current contracted rates. Any equipment procured by BMPO on behalf of MTECC shall be reimbursed at actual cost. The BMPO shall issue MTECC monthly invoices for the cost of all Services provided during the prior month. MTECC shall pay the BMPO all proper invoices within thirty (30) days of receipt.

III. **Term of Agreement.** This Agreement shall remain in full force for a period of five (5) years commencing on the Effective Date. This Agreement may be renewed for three (3) additional terms of five years (collectively the "Renewal Terms") upon the mutual written assent of the Parties.

IV. **Termination.** Either party may terminate this Agreement for its convenience effective on or after the expiration of the Initial Term by providing the other with written notice of termination at least 180-days prior to the effective date of the termination. This Agreement may also be terminated as otherwise mutually agreed to by the Parties.

V. **Amendment.** This Agreement may be amended by a written document formally approved by MTECC and the BMPO.

VI. **Indemnification.** To the fullest extent permitted by law, MTECC and the BMPO agree to indemnify and hold harmless each other, their respective officials, volunteers, employees and agents from any and all liability for any and all personal injury or loss of life, loss or damage to property, and any related costs including, but not limited to, reasonable attorneys' fees arising from the actions or omissions of the MTECC or BMPO, or their respective officials, volunteers, employees and agents, or their intentionally wrongful act or conduct in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

If the BMPO contracts with a third party to perform any Services set forth herein, BMPO agrees that any and all such contracts will include an indemnification of MTECC by the third party from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of the contractor, its officers, employees, agents, or service providers arising from, relating to, or in connection with this Agreement (collectively, a "Claim").

VII. **Sovereign Immunity.** Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the Parties nor shall anything included herein be construed as consent by the Parties to be sued by third parties in any matter arising out of this Agreement. The Parties are entities subject to Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of their employees while acting within the scope of their office or employment pursuant to Section 768.28, Florida Statutes (2022, as may be amended or revised.

VIII. **Insurance.** Prior to the performance of any work under this Agreement, the BMPO provide MTECC's Point of Contact (POC) with written verification of insurance of the types and minimum amounts as set forth on the BMPO Certificate of Insurance, attached hereto as Exhibit "C" and in accordance with state law. Additionally, if the BMPO elects to purchase excess liability coverage, it will furnish a certificate of insurance to MTECC listing "Metro Transportation Engineering & Construction Cooperative" as a certificate holder and an additional insured.

If BMPO uses a BMPO Consultant to perform services set forth in this Agreement, BMPO agrees that any new contracts issued after the date of execution of this Agreement will include provisions that protect the BMPO and MTECC including the following:

A. Insurance: BMPO Consultants shall keep and maintain, at their sole cost and expense, insurance of the types and minimum amounts as set forth in the BMPO Certificate of Insurance attached hereto as Exhibit "C", and specifically protect MTECC by naming "Metro Transportation Engineering & Construction Cooperative" and by naming the BMPO as an additional insured under the Commercial General Liability Insurance policy as well as any Excess Liability policy;

B. BMPO Consultants shall furnish to MTECC / BMPO certificates of insurance and endorsements evidencing the insurance coverage specified above prior to beginning the performance of services under this Agreement; and

C. Coverage is not to cease and is to remain in full force and effect until all performance required of BMPO's contractor is complete.

IX. **Dispute Resolution.** If the Parties are unable to resolve an issue about which there may be a disagreement regarding a matter covered in this Agreement, the Parties agree to resolve the dispute in accordance with the governmental conflict procedures specified in Chapter 164, Florida Statutes, or such other process mutually agreed upon in writing by MTECC and the BMPO.

X. **Law, Jurisdiction, Venue, Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement is litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, BMPO AND MTECC HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

XI. **Public Records.** Each party shall retain all records related to this Agreement and any Services provided hereunder in accordance with the State of Florida public records retention law and applicable Federal rules and regulations. Each party shall have access to such records, for the purposes of inspection and audit, until such time as the law allows said records to be destroyed.

XII. **Reporting, Audit, and Related Requirements:** MTECC shall have the right to audit the records and accounts of the BMPO and the BMPO's contractors that are related to the provision of Services under this Agreement. The BMPO shall keep, and the BMPO shall cause the BMPO's contractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of the BMPO and the BMPO's contractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, the BMPO or the BMPO's contractor, as applicable, shall make same available at no cost to MTECC in written form.

XIII. **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

XIV. **Notices.** In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section:

MTECC: MTECC
Attn: Executive Director
100 W. Cypress Creek Road
6th Floor, Suite 650
Fort Lauderdale, FL. 33309

BMPO: BMPO
Attn: Executive Director
100 W. Cypress Creek Road
6th Floor, Suite 650
Fort Lauderdale, FL. 33309
Current e-mail: stuartg@ browardBMPO.org

XV. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any other agreement, representation, or communication, whether oral or written, between the Parties relating to the specific subject matter of this Agreement.

XVI. **Headings.** The section and subsection headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

XVII. **Joint Preparation.** This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

XVIII. **Severability.** In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

XIX. **Non-Discrimination.** The BMPO shall not, in any of its activities, including

employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

XX. **Survival of Terms.** Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed and by their nature would be intended to be applicable following any such termination or expiration. Any liabilities which have accrued prior to termination pursuant to the insurance and/or indemnification obligations set forth below shall survive the termination of this Agreement.

XXI. **Waiver.** No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

XXII. **Assignment**. The respective obligations of the Parties set forth in this Agreement shall not be assigned, in whole or in part, without the written consent of the other Parties hereto.

XXIII. **Third Party Beneficiaries.** This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in the Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties any right, remedy, or claims under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties.

XXIV. **Effective Date**. This Agreement shall become effective upon the execution by the Parties hereto.

XXV. **Joint Effort**. The preparation of this Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than another.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed the day and year as first stated below.

Attest:

_____

Witness Name: CHRIS BROSS

_____

Witness Name: _____

Broward Metropolitan Planning Organization

By: _____

Name: _____

Title: _____

Approved As To Form:

By: _____

Name: ALAN L. GABRIEL

Title: General Counsel

Attest:

_____

Witness Name: _____

_____

Witness Name: _____

Metro Transportation Engineering & Construction Cooperative

By: _____

Name: _____

Title: _____

___ day of _____, 20____

Approved As To Form:

By: _____

Name: _____

Title: _____

Exhibit A – Core Services

1. MTECC Board Support – sample services
    a. Host MTECC Board meetings including preparation of meeting space, staffing for meeting, agenda preparation, public notice, preparation of minutes, etc. for about six meetings per year
    b. Provide overall administrative services and staffing to review and support the activities of the interlocal agreements
    c. Prepare draft organizational by-laws, procedures, public involvement, procurement, and other organizational support documents for adoption by MTECC Board.
    d. Attend and participate in coordination meetings with MTECC, FDOT and member governments.
    e. Serve as Custodian of MTECC Public Records
    f. Public Outreach Services
    g. Title VI; Disadvantaged Business Enterprise

2. Procurement Services – sample services
    a. Procurement director and oversight.
    b. Development of MTECC standard procurement documents, partner on project scope development and manage the procurement process
    c. Assist in negotiations of professional services pricing for final agreements
    d. Professional Contract Manager(s)
    e. Issuance of Purchase Orders
    f. Assist on approvals and reporting on procurement for the MTECC Board and Executive Director

3. Accounting and Banking Services – sample services
    a. , including but not limited to bookkeeping, payroll, accounts payable, accounts receivable; monthly operating statements, grants, and general ledger.
    b. Banking Services
    c. Provide various financial accounting and recordkeeping services through staff and consultant resources to ensure the proper expenditure of funding related to the services provided through the interlocal agreements

4. Planning Services – sample services
    a. Support project development
    b. Public involvement activities
    c. Assisting the MTECC Board in prioritizing projects for implementation and in the development and update of the multi-year project plan

5. IT services – sample services
    a. MTECC web site
    b. MTECC technology setup and maintenance
    c. IT equipment

Exhibit B – Optional Services

1. MTECC Audit Services
2. Human Resource Services
3. MTECC Executive Director

Exhibit C – Insurances

CERTIFICATE OF COVERAGE

Certificate Holder

Broward Metropolitan Planning Organization
100 West Cypress Creek Road
6th Floor, Suite 650
Fort Lauderdale, FL 33309-2181

Administrator

Issue Date 4/21/22

Florida League of Cities, Inc.
Department of Insurance Services
P.O. Box 538135
Orlando, Florida 32853-8135

COVERAGES
THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT

COVERAGE PROVIDED BY: **FLORIDA MUNICIPAL INSURANCE TRUST**

AGREEMENT NUMBER: FMIT 1316 | **COVERAGE PERIOD:** FROM 10/1/21 | **COVERAGE PERIOD:** TO 10/1/22 12:01 AM STANDARD TIME

TYPE OF COVERAGE - LIABILITY

General Liability

- [X] Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury
- [X] Errors and Omissions Liability
- [X] Employment Practices Liability
- [X] Employee Benefits Program Administration Liability
- [X] Medical Attendants'/Medical Directors' Malpractice Liability
- [X] Broad Form Property Damage
- [ ] Law Enforcement Liability
- [X] Underground, Explosion & Collapse Hazard

Limits of Liability

* Combined Single Limit

Deductible N/A

Automobile Liability

- [ ] All owned Autos (Private Passenger)
- [ ] All owned Autos (Other than Private Passenger)
- [ ] Hired Autos
- [ ] Non-Owned Autos

Limits of Liability

TYPE OF COVERAGE - PROPERTY

- [ ] **Buildings**
  - [ ] Basic Form
  - [ ] Special Form
- [X] **Personal Property**
  - [ ] Basic Form
  - [X] Special Form
- [ ] Agreed Amount
- [X] Deductible $1,000
- [X] Coinsurance 80%
- [ ] Blanket
- [X] Specific
- [X] Replacement Cost
- [ ] Actual Cash Value
- [X] **Miscellaneous**
  - [X] Inland Marine
  - [X] Electronic Data Processing
  - [ ] Bond

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

- [X] Statutory Workers' Compensation
- [X] Employers Liability — $1,000,000 Each Accident; $1,000,000 By Disease; $1,000,000 Aggregate By Disease
- [ ] Deductible N/A
- [ ] SIR Deductible N/A

Automobile/Equipment - Deductible

[X] Physical Damage — NA - Comprehensive - Auto — NA - Collision - Auto — Per Schedule - Miscellaneous Equipment

Other

* The limit of liability is $200,000 Bodily Injury and/or Property Damage per person or $300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to $3,000,000 for General Liability (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/Locations/Vehicles/Special Items

RE: Coverage Veritification

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

Designated Member

Broward Metropolitan Planning Organization
100 West Cypress Creek Road Suite 650
Fort Lauderdale FL 33309

Cancellations

SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.

Chris Kingsley

AUTHORIZED REPRESENTATIVE

Broward MPO
Metropolitan Planning Organization

Action Items 7.

Metro Trans Engineering and Construction Cooperative (MTECC)
Meeting Date: 10/13/2022

REQUESTED ACTION:

MOTION TO APPROVE: Designation of Payment Signatories for MTECC Banking Services

WHAT THIS ACTION ACCOMPLISHES:

Approval of this item will designate payment signatories for banking services to the MTECC Board Chair, MTECC Executive Director and an Executive Director designee.

SUMMARY EXPLANATION/BACKGROUND:

MTECC was created pursuant to Chapter 163.01 Fla. Stat. by Interlocal Agreement on May 31, 2022, as recorded with the Clerk of the Court for Broward County, Florida. With the creation of MTECC, it shall be necessary for banking services to be established for the organization. The designation of payment signatories to the MTECC Board Chair, Executive Director and an Executive Director designee, will allow for MTECC to conduct its required banking services functions.

ADDITIONAL INFORMATION/PREPARER:

If you have any questions about this item, please contact Christopher C. Bross at (954) 876-0064 or **brossc@browardmpo.org**.

Attachments

MTECC Payment Signatories

RESOLUTION NO. 2022-

A RESOLUTION OF THE BOARD OF THE METRO TRANSPORTATION ENGINEERING AND CONSTRUCTION COOPERATIVE ("MTECC") DESIGNATING THE CHAIR OF THE MTECC BOARD AND THE MTECC EXECUTIVE DIRECTOR AND DESIGNEES OF THE EXECUTIVE DIRECTOR AS AUTHORIZED SIGNATORIES FOR THE PURPOSE OF BANKING SERVICES; AND PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

WHEREAS, in furtherance of its designated purpose, MTECC will, from time to time be required to utilizes banking services to tender to receive the payment of funds; and

WHEREAS, the Board desires to designate the individuals serving as the Board Chair as well as the MTECC Executive Director and designees of the Executive Director as authorized signatories of MTECC for the purpose of utilizing banking services.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF THE METRO TRANSPORTATION ENGINEERING AND CONSTRUCTION COOPERATIVE, AS FOLLOWS:

Section 1. **Recitals Adopted.** That each of the above stated recitals is hereby adopted and confirmed.

Section 2. **Bank Signatories Designated.** That the Board hereby designates the Chair of the MTECC Board, the MTECC Executive Director and designees of the Executive Director as authorized signatories for the purpose of utilizing banking services.

Section 3. **Implementation.** That the Executive Director is hereby authorized to take any and all actions necessary to implement the purposes of this Resolution.

Section 4. **Effective Date.** This Resolution shall become effective upon adoption.

ADOPTED this_day of _____, 2022.

METRO TRANSPORTATION ENGINEERING AND CONSTRUCTION COOPERATIVE

By _____
Chair

Attest:

By _____
Executive Director

Broward MPO
Metropolitan Planning Organization

Action Items 8.

Metro Trans Engineering and Construction Cooperative (MTECC)
Meeting Date: 10/13/2022

REQUESTED ACTION:

MOTION TO APPROVE: The ratification of the MTECC Designation on the IRS Federal Employment Identification Number (FEIN) Application

WHAT THIS ACTION ACCOMPLISHES:

Approval of this item will ratify staff's application for MTECC's FEIN designation and signature on the W-9 form.

SUMMARY EXPLANATION/BACKGROUND:

MTECC was created pursuant to Chapter 163.01 Fla. Stat. by Interlocal Agreement on May 31, 2022, as recorded with the Clerk of the Court for Broward County, Florida. As required by the Interlocal Agreement, the Founding Members were required to provide the initial funding for the establishment of MTECC. In order to accept payment in this "stand-up" phase, MTECC was required to apply to the IRS for a FEIN number. Required for this process was the signature on the W-9 form. Lowell Clary, the proposed Interim Executive Director, has signed on behalf of MTECC. This item is seeking approval from the MTECC Board to ratify the application for the FEIN and signature on the W9 form.

Staff recommends **approval** of this item to ratify the MTECC designation on the IRS FEIN application.

ADDITIONAL INFORMATION/PREPARER:

If you have any questions about this item, please contact Christopher C. Bross at (954) 876-0064 or **brossc@browardmpo.org**.

Attachments

MTECC W-9

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Metro Transportation Engineering & Construction Cooperative

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶ State or Local Government

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
100 W Cypress Creek Road STE 650

Requester's name and address (optional)

6 City, state, and ZIP code
Fort Lauderdale, FL 33309

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
8 8 – 2 9 4 4 3 2 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** **Date ▶** 6-23-2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Broward MPO
Metropolitan Planning Organization

Discussion Items 1.

Metro Trans Engineering and Construction Cooperative (MTECC)
Meeting Date: 10/13/2022

REQUESTED ACTION:

Discussion of Initial Draft Budget

WHAT THIS ACTION ACCOMPLISHES:

The MTECC team will be presenting to the MTECC Board its initial draft budget for FY 22-23. Discussion and comments from the MTECC Board is most welcomed. It is the intent of staff to further develop a more detailed draft budget and bring back to the second meeting of the MTECC Board for adoption.

SUMMARY EXPLANATION/BACKGROUND:

Pursuant to the Interlocal Agreement establishing the creation of MTECC, the Board will designate an Executive Director of MTECC . One of the responsibilities of the Executive Director is to prepare and submit to the MTECC Board an annual budget commencing on October 1st and concluding September 30th of each year. The MTECC team will be presenting to the MTECC Board its initial draft budget for FY 22-23 for discussion.

ADDITIONAL INFORMATION/PREPARER:

If you have any questions about this item, please contact Christopher C. Bross at (954) 876-0064 or **brossc@browardmpo.org**.

Attachments

MTECC Initial Draft Budget

Metro Transportation Engineering & Construction Cooperative

Proposed Budget
Fiscal Year 2022-2023

Background

The Metro Transportation Engineering & Construction Cooperative (MTECC) was established in 2022 by Interlocal Agreement "ILA" between the founding member municipal members of City of Hollywood, City of Plantation and the City of Pompano Beach under Section 163.01, Florida Statutes in cooperation with the Broward Metropolitan Planning Organization under Section 339.175, Florida Statutes. The founding municipal members appoint a MTECC Board Member from their elected officials that form the MTECC Board. The MTECC Board provides policy direction for the operation of MTECC. MTECC shall be a separate legal entity, pursuant to Section 163.01(7), Florida Statutes. This Agreement was filed and recorded on May 31, 2022 with the Clerk of Court for Broward County, Florida in accordance with Section 163.01(11), Florida Statutes.

MTECC as an organization was created to facilitate the planning, design and construction of transportation related projects throughout County. Under the ILA, additional municipalities in Broward County may join the MTECC through Interlocal Agreement with MTECC. A municipality must be a member of MTECC for MTECC to provide the planning, design, and construction of transportation related projects in the municipality.

From time to time Federal funds become available through the Florida Department of Transportation and the Federal Transit Administration to fund projects that are on municipal roads and other transportation facilities (transitways, sidewalks, bikeways, etc.). Projects funded through Federal funding must comply with Federal laws, regulations and standards which in most cases vary from other projects implemented by municipalities. MTECC was primarily established to specialize in delivering projects that must meet Federal requirements to be efficient in delivering these projects for the member municipality. This prevents the various municipalities from the expense of meeting the Federal requirements on what may be a Federal funded project once or twice every three to five years.

Budget/Fund Structure

Special Revenue Fund

Special Revenue funds include funds that contain revenues which are restricted for specific purposes. The MTECC Operating Fund is created as a Special Revenue Fund. The MTECC Operating Fund supports the administrative operations of MTECC including grants provided by MTECC municipality members under the ILA and the costs to support the following:

- MTECC Board activities and support.

- Executive Director for administrative activities.
- Board Attorney for administrative activities.
- Finance and Accounting for MTECC activities.
- Procurement support activities.
- Contract Management activities
- Board public relations and involvement activities.
- Other administrative support activities.

Capital Project Fund

In the initial budget there are no revenues or projects in the MTECC Capital Projects Fund. As projects are undertaken by MTECC these will be included in the MTECC Capital Project Fund and accounted for as unique projects when grant agreements are executed. Projects in the Capital Projects Fund by their nature may cover multiple years depending on the size and complexity of the project.

Budget Process

The Proposed Budget is provided to developed the proposed budget in the late Spring of each year with the proposed budget presented to the MTECC Board in July of each year to be adopted in September of each year for the subsequent fiscal year October 1 to September 30.

Adopting the Budget

MTECC must adopt a balanced budget. A balanced budget as defined in Florida Statutes 166.241(2) is where the amount available from taxation and other sources, including amounts carried over from prior fiscal years, must equal the total appropriations for expenditures and reserves.

MTECC does not have any taxing authority and relies upon contributions from municipal members and grants for capital projects from partners such as FDOT and the Federal Transit Administration. MTECC will hold a public hearing on the tentative budget that is published for public review at least 5 days before the hearing. The budget becomes effective on October 1. The legal level of adoption is at the Fund Level for the MTECC Operating Fund and at the project level for the Capital Projects Fund.

Amending the Adopted Budget

State law allow changes to the adopted budget at any time throughout the fiscal year and up to 60 days after fiscal year end (Florida Statutes 166.241(4)). These changes include budget amendments, which increase or decrease the total budget of a fund. Any budget amendments move funds from Budgeted Reserve in the MTECC Operating Fund or at a project level for a capital project in the Capital Projects Fund require MTECC Board approval.

Budget Monitoring

The budget is monitored monthly by the Executive Director to track variances between the actual and budgeted amounts, to identify trends and to estimate end-of-year results. Monthly financial reports are distributed to the MTECC Board members and all MTECC municipal members, Broward MPO, and for each project to the funding partner for the project. The Executive Director shall monitor the MTECC Operating Fund and each project in the Capital Projects Fund to evaluate the adequacy of funds year to

date and through the end of the year. The Executive Director shall propose budget amendments to increase or decrease revenues and/or appropriated expenditures to maintain a balanced budget during each fiscal year for the MTECC Operating Fund and each project in the Capital Projects Fund.

Operating Budget Policies

Budgetary basis refers to the reporting of revenues and expenditures or expenses in the financial statements as they are recognized in the accounts. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied. All Governmental Funds are accounted for using the modified accrual basis of accounting except that encumbrances are treated as the equivalent of expenditures, as opposed to a reservation of fund balance. Under the modified accrual basis of accounting, revenues are recognized in the accounting period in which they become both measurable and available to finance expenditures of the fiscal period. Expenditures are generally recognized, under the modified accrual basis of accounting, when the related fund liability is incurred. Debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due, using the current financial resources measurement focus of accounting. At year-end, open encumbrance balances lapse.

The Annual Comprehensive Financial Reporting presents the status of the MTECC's finances on a basis consistent with Generally Accepted Accounting Principles (GAAP) (that is, the Governmental Funds use the modified accrual basis of accounting) In order to provide a meaningful comparison of actual results with the budget, the Annual Comprehensive Financial Reporting presents MTECC's operations on a GAAP basis and also shows fund expenditures and revenues on a budget basis for the Special Revenue and Capital Projects Funds. MTECC is required to prepare a balanced budget in which current revenues will be sufficient to support current expenditures.

MTECC Operating Fund Financial Reserve Policies

In general MTECC should maintain adequate fund balances or reserves to handle unexpected decreases in revenues plus a reasonable level for extraordinary unbudgeted expenditures. For measurement purposes, the minimum target fund balance in the MTECC Operating Fund is the equivalent of 90 days of average expenditure for the MTECC Operating Fund and should be computed annually and remain unappropriated. On an annual basis, projections of reserve requirements and a plan for the use of additions for the current year shall be made in accordance with relevant MTECC policies.

Capital Projects Fund Project Level Financial Reserve Policies

The Executive Director will analyze each project grant amount and establish a reserve amount for each project in coordination with the project team experts, funding partner and municipal member where the project is located. This reserve shall be maintained at the project level of the Capital Projects Fund and used for unexpected expenditures on the project. This reserve shall be monitored monthly and updated as needed to ensure there is adequate funding for each project.

Capital Improvement Policies

MTECC shall coordinate the development of the MTECC Capital Improvement Plan with the development of the MTECC Operating Fund Budget and in coordination with funding partners such as

the Broward MPO, FDOT, Federal Transit Administration and MTECC municipal members. MTECC shall have a five-year capital improvement plan that identifies specific projects and project phases by year within the five year period. Each year, a new year will be added to the five year capital improvement plan. Future operating expenditures and revenues associated with new capital improvement will be projected and included in the Five-Year Capital Improvement Plan.

MTECC shall capture the expenditures for capital improvement projects by project and at the completion of the project transfer the project value to the municipal member that by agreement will own the project for long-term operations and maintenance.

Revenue Policies

MTECC depends on funding partners to provide grants for the MTECC operations and capital projects being implemented by MTECC. MTECC will include revenues as required by the ILA in the MTECC Operating Budget and any other grants that may be made by MTECC municipal members for MTECC operations. MTECC Capital Projects Funds revenues shall be developed based on executed grant agreements from project funding partners. Legally restricted revenues will be used for the specific purpose dictated by the issuer. To ensure compliance with revenue, reserve and budget policies, MTECC staff shall analyze and prepare reports annually to monitor, project and estimate revenues and expenditures, on an annual basis and forward for the next fiscal year.

Expenditure Policies

Expenditures are a rough measure of MTECC's service output. While many expenditures can be easily controlled, unanticipated service demands may strain our ability to maintain a balanced budget. To ensure the proper control of expenditures and provide for a quick and effective response to adverse financial situations, expenditures and purchase commitments will be made in a form and process that is legal, appropriate, funded, authorized and sufficiently documented. Also, expenditures and purchase commitments will be recorded in an accurate and timely fashion.

Budget In Brief

For fiscal year 2022-2023, the budgeted funds include: MTECC Operating Fund

Revenues. The revenues available for allocation in the fiscal year 2022-23 Proposed Budget total $454,000 from which $450,000 comes from municipal member contributions and forecasted amount of $4,000 from interest earnings from the investment of cash on hand.

Expenditures. The expenditures for the fiscal year 2022-23 Proposed Budget total $254,000. In years that capital projects are included in the annual budget a portion of these costs may be allocated direct to capital projects instead of the MTECC Operating Fund.

Budgeted Reserve. The Budgeted Reserve for fiscal year 2022-23 Proposed Budget totals $200,000, or 78.7 percent of the annual expenditures of the MTECC Operating Fund.

MTECC Operating Fund			
Budget Item	**Fiscal Year 2021-2022**	**Fiscal Year 2022-2023**	**Notes**
Revenues			
Founding Member Contributions			
City of Hollywood	0	$100,000	Set by
City of Plantation	0	$100,000	Interlocal
City of Pompano Beach	0	$100,000	Agreement
Non-Founding Member Contributions			
City of Deerfield Beach	0	$50,000	Set by
City of Hallandale	0	$50,000	Interlocal
City of Pembroke Pines	0	$50,000	Agreement
Total Member Contributions	**0**	**$450,000**	
Interest Earnings	**0**	**$4,000**	
Total Revenues		**$454,000**	
Appropriations/Expenditures			
Board Expenses	0	$10,000	
Board Attorney	0	$48,000	In Future Will
Executive Director	0	$60,000	Be Split with Projects
Finance/Accounting	0	$36,000	
Insurance	0	$12,000	
Annual Audit	0	$12,000	
Procurement	0	$24,000	In Future Will
Public Relations/Involvement	0	$20,000	Be Split with Projects
Technology	0	$12,000	
Other Administrative Expenses	0	$20,000	
Total Appropriations/Expenditures	**0**	**$254,000**	
Budgeted Reserve	**0**	**$200,000**	

Broward MPO
Metropolitan Planning Organization

Discussion Items 2.

Metro Trans Engineering and Construction Cooperative (MTECC)
Meeting Date: 10/13/2022

REQUESTED ACTION:

Discussion and Scheduling of Upcoming MTECC Board Meetings

WHAT THIS ACTION ACCOMPLISHES:

This Discussion Item is presented to the MTECC Board to establish a meeting schedule for FY 22-23 MTECC Board Meetings.

SUMMARY EXPLANATION/BACKGROUND:

The initial meeting of the MTECC Board is scheduled for Thursday, October 13th following the BMPO Board Meeting. The second meeting is scheduled for Thursday, November 10th following the BMPO Board Meeting and the third meeting is scheduled for Thursday, December 8th, also following the BMPO Board Meeting.

During the early development of MTECC, Mayors and Elected Officials met for their roundtable discussions on Fridays from 10 a.m. to 12 p.m. The purpose of this item is to discuss the MTECC Board Members' preferred future meeting dates and times for the MTECC Board Meetings; whether it be on Thursdays after the BMPO Board Meetings, on Fridays similar to the previous MTECC roundtable discussions, or another preferred day and time.

ADDITIONAL INFORMATION/PREPARER:

If you have any questions about this item, please contact Christopher C. Bross at (954) 876-0064 or **brossc@browardmpo.org**.